

SUE ANN TINKEY

1           IN THE UNITED STATES DISTRICT COURT  
2           FOR THE MIDDLE DISTRICT OF ALABAMA  
3           EASTERN DIVISION  
4           CASE NO.: 3:05-cv-985-MEF

COPY

5  
6           TROY E. TILLERSON,

7                 Plaintiff,

8                 V.

9           THE MEGA LIFE AND HEALTH INSURANCE CORPORATION,  
10          a corporation; TRANSAMERICA LIFE INSURANCE  
11          COMPANY F/K/A PFL LIFE INSURANCE COMPANY, a  
12          corporation; NATIONAL ASSOCIATION FOR THE SELF  
13          EMPLOYED A/K/A NASE, a corporation,

14                 Defendants.

15                 S T I P U L A T I O N S

16                 IT IS STIPULATED AND AGREED by and  
17          between the parties, through their respective  
18          counsel, that the deposition of SUE ANN TINKEY  
19          may be taken before STACEY L. JOHNSON,  
20          Commissioner, at the Offices of Nix, Holtsford,  
21          Gilliland, Higgins & Hitson, P.C., 4001  
22          Carmichael Road, Suite 300, Montgomery, Alabama,  
23          on the 11th day of October, 2006.

Exhibit E

SUE ANN TINKEY

1 Q NASE. So where -- when we look through  
2 there and we see NASE, that would be where your  
3 husband and your account was deducted for that  
4 charge?

5 A Yes.

6 Q And this was to pay for Gene's  
7 insurance coverage?

8 A Yes, yes.

9 Q Okay. Were you and your husband  
10 reimbursed for -- by Gene for the moneys that  
11 were taken out of your account?

12 A No.

13 Q Okay. You and your husband paid for  
14 it?

15 A It was -- in the -- initially in '96  
16 when we got the insurance, we decided that we  
17 would give him health insurance in lieu of an  
18 increase in pay.

19 Q Okay.

20 A And we had the -- we paid the premiums  
21 and had them deducted from our account so that  
22 we would know they'd be paid and he was covered  
23 for health insurance.

**SUE ANN TINKEY**

1           Q     So whenever the decision was made to  
2 purchase health insurance, your husband and you  
3 made a decision as the employer for Gene to give  
4 him health insurance instead of a raise?

5           A     Correct.

6           Q     And since that time, the business has  
7 paid the premiums for Gene?

8           A     Troy -- yes. Troy M. has paid the  
9 premiums.

10          Q     Okay.

11          A     Yes. And he is the business.

12          Q     He's a sole proprietor?

13          A     Right.

14          Q     And Gene worked for him?

15          A     Right.

16          Q     Okay.

17          A     Basically.

18          Q     And that's been during the entire time  
19 that Gene has had the MEGA policy T&T  
20 Construction has paid the premiums?

21          A     Yes.

22          Q     Has T&T Construction taken a deduction  
23 on its tax returns for those premiums?

SUE ANN TINKEY

1 lower premium but a higher deductible; correct?

2 A Correct.

3 Q Okay. I'm going to show you what was  
4 Exhibit 6 to Gene's deposition.

5 A (Witness reviews document.)

6 Q Do you recognize that document?

7 A Yes.

8 Q This is a letter dated December 20,  
9 1999, and it reflects that the premium is going  
10 to increase to 331; correct?

11 A Yes.

12 Q Let me ask you this. After this  
13 increase, did you have any conversations with  
14 anybody at PFL or MEGA or NASE or any other of  
15 the defendants regarding this increase?

16 A No.

17 Q Did your husband -- you and your  
18 husband continue to pay the premiums?

19 A Yes.

20 Q Let me show you what was Exhibit 7 to  
21 Troy's -- or to Gene's deposition. And this is  
22 a letter dated June 19, 2000, and it reflects  
23 that the premium is going to increase to \$353;

SUE ANN TINKEY

1       correct?

2           A      Yes.

3           Q      Do you recall receiving that letter?

4           A      Yes.

5           Q      Okay. Did you and your husband  
6 continue to pay the premiums for Gene in lieu of  
7 a raise?

8           A      Yes.

9           Q      Did you have any conversations with  
10 anybody at PFL or MEGA or any of the defendants  
11 concerning this increase?

12          A      No.

13          Q      If you look -- look on the back of that  
14 one.

15          A      (Witness complied.)

16          Q      You see there's a place where it says  
17 other options to lower your premium may be  
18 available to you. Our customer service  
19 representatives will be happy to review all  
20 available options with you at your convenience.  
21 And then it's got a place to please change my  
22 option to blank. Was there any consideration to  
23 changing the plan to lower the premiums that

SUE ANN TINKEY

1 him and stress him any further.

2 Q Now, when these increases occurred, did  
3 your husband, Troy, continue to pay the premiums  
4 for Gene?

5 A Yes.

6 Q Okay. So even the increases were not  
7 passed on to Gene to pay?

8 MR. COUCH: Object to the form.

9 Q You -- you never got to a point where  
10 Gene said -- where your husband said, okay,  
11 Gene, I'm going to pay -- I'll go to five --  
12 I'll go to 400 a month, but I'm not going above  
13 400 a month; if it increases above 400, you're  
14 going to have to pay the balance?

15 A No. Just Gene just never received any  
16 increase in pay from -- over the 13 years, he  
17 has increased his pay by a hundred and fifty  
18 dollars a week, I think, but he never received  
19 any further pay increases.

20 Q So he was basically getting the -- the  
21 premium increases in lieu of -- of a raise?

22 A Correct. Basically, yes. We couldn't  
23 really afford to increase it any more.